

ORDER SHEET

AP/295/2021

IN THE HIGH COURT AT CALCUTTA  
Ordinary Original Civil Jurisdiction  
ORIGINAL SIDE

SRI SWAPAN KUMAR RAY AND ANR  
VERSUS  
M/S. BELLS ADVERTISING SYNDICATES AND ORS.

BEFORE:

The Hon'ble JUSTICE I.P. MUKERJI

Date: 7<sup>th</sup> October, 2021.

(Via Video Conference)

*Appearance:*  
*Mr. Aniruddha Chatterjee, Adv.*  
*Mr. Piyush Biswas, Adv.*  
*Mr. Bikram Sarkar, Adv.*  
*Mr. Abhishek Baran Das, Adv.*  
*Mr. Subhankar Das, Adv.*  
*...for the petitioners*

The Court: This is a Section 11 application. On 29<sup>th</sup> July, 2021 an order was passed by this court giving directions for filing of affidavits.

No affidavit-in-opposition is on record.

None appears for the respondents.

The petitioners ask for arbitration on the basis of the disputes and differences which have arisen between the parties out of the reconstituted deed of partnership dated 14<sup>th</sup> November, 2020 between them.

It contains an arbitration clause, being Clause 18 of the agreement as follows:

“18. ARBITRATION: THAT all matter of difference or dispute and all questions whatsoever which may or shall either during the continuance or upon determination of this partnership arise, all partners hereof and/or his or her heirs and/or legal representatives of the deceased partners hereof in regard to any matter or thing relating to partnership affairs and or to the construction or application of any clause hereinafter and/or to any account, valuation or division to be made hereunder and/or any act be deed or omission of any of the partners hereof and/or to the rights, duties or liability or any person under these presents shall forthwith be referred to nearest relatives and/or friends or an arbitrator according to and subject to the provisions of the Indian Arbitration & Conciliation Act, 1996 or any other statutory modification thereof for the time being in force.”

On 13<sup>th</sup> April, 2021, advocate for the petitioner wrote to the respondents raising the said disputes and differences and asking for arbitration.

The parties have been unable to agree on an arbitrator.

In these circumstances, I dispose of this application by appointing the Hon'ble Mr. Justice Pranab Kumar Chattopadhyay, a retired judge of this Court as arbitrator to adjudicate the above disputes and differences between the parties and those that will arise after filing of statement of claim, counter statement, counter claim etc. The remuneration of the learned arbitrator is to be according to the Fourth schedule to the Arbitration and Conciliation Act, 1996. The learned arbitrator is requested to enter upon the reference forthwith and make and publish the award within one year from the date of communication of this order.

The learned arbitrator is at liberty to appoint his secretarial staff, the remuneration of which shall be borne by the parties in equal share. If one of the parties does not contribute financially, then his part may be contributed by the other party and to be realized by such party from an award representing such expenses, which may be made by the learned arbitrator.

(I.P. MUKERJI, J)